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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Oliver Tsuya, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

PLEX, INC. and PLEX GMBH,

Defendants.

Case No: 24-CV-9078

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 7. The notice of dispute advised that Plaintiff and Other Claimants sought
2 relief under a variety of laws depending on their state of residence and other factors,
3 bringing claims under, *inter alia*, the Video Privacy Protection Act (“VPPA”) and the
4 California Invasion of Privacy Act (“CIPA”).

5 8. Claimants’ good-faith efforts to resolve these claims without resorting to
6 arbitration were unsuccessful. So Plaintiff and the Other Claimants initiated arbitration
7 through JAMS, as required by Plex’s Terms.

8 9. Plex then argued that JAMS should not apply the arbitration rules the
9 parties expressly agreed to in the Terms, an argument JAMS rejected. JAMS also
10 directed Plex to pay the filing fees required by the Terms Plex drafted.

11 10. Instead of fulfilling its contractual duties by accepting JAMS’ decision and
12 paying the filing fees JAMS invoiced, Plex simply refused to pay, making it so the
13 arbitration proceedings cannot move forward. This situation persists to this day, leaving
14 Plaintiff and the proposed classes without a pathway to advance the arbitrations they
15 are contractually entitled to pursue, and no way to hold Plex accountable for its unlawful
16 conduct.

17 11. “‘There is a fundamental problem with [Plex]’s approach in this case: if a
18 party can escape a mandatory arbitration provision and move a case to court simply by
19 not paying its arbitrator . . . such arbitration provisions will lose their force. A
20 mandatory arbitration provision would become an optional arbitration provision.”
21 *Shenzhen Xingchen Xuanyuan Indus. Co. v. Amazon.com Servs. LLC*, No. 1:23-CV-
22 6549-GHW, 2024 WL 2836486, at *9 (S.D.N.Y. May 30, 2024).

23 12. Plex’s misconduct would nullify the arbitration agreement for not just one,
24 but thousands of consumers. Plex’s charade of a “dispute resolution” system compels
25 individuals into a purported arbitration process that offers no real avenue for redress—
26 because Plex can derail it at any time by refusing to comply with its payment
27 obligations. Meanwhile, Plex reserves for itself the unilateral ability to compel
28 arbitration at its discretion when it suits Plex. The law does not allow this abuse of the

1 arbitration system.

2 13. Plaintiff therefore brings this proposed class action for breach of contract,
3 seeking relief and sanctions under Cal. Code Civ. P. § 1281.97, as well as relief under
4 Cal. Bus. & Pro Code § 17200. Plaintiff further seeks compensatory and punitive
5 damages, statutory damages, attorney's fees, and both injunctive and declaratory relief,
6 including ordering Plex to pay the JAMS filing fees to allow arbitration to proceed.

7 **PARTIES**

8 14. Plaintiff Oliver Tsuya is a natural person and a Utah resident.

9 15. Defendant Plex, Inc. is a Delaware corporation with its principal place of
10 business at 1999 South Bascom Avenue, Suite 700, PMB 735, Campbell, California
11 95008.

12 16. Defendant Plex GmbH is a Swiss corporation with its principal place of
13 business at Wilhelmine-Gemberg-Weg 6 10179 Berlin, Germany. By using Plex,
14 Plaintiff and class members entered into the Terms with "Plex GmbH and its affiliates,
15 including Plex, Inc., a Delaware company."

16 17. At all times relevant herein Defendants conducted business in the State of
17 California, in the County of Santa Clara, within this judicial district.

18 **JURISDICTION & VENUE**

19 18. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a),
20 and under the Class Action Fairness Act, 28 U.S.C. § 1332(d), because the aggregate
21 amount in controversy exceeds \$5 million, exclusive of interests and costs; the number
22 of members of the proposed Classes exceeds 100; and many members of the proposed
23 Classes are citizens of different states than Defendants.

24 19. The Court has general jurisdiction over Defendant Plex, Inc. because it is
25 headquartered in Campbell, California.

26 20. This Court has personal jurisdiction over Defendants because a
27 substantial portion of the events and conduct giving rise to Plaintiff's claims occurred
28 in California.

1 apply broadly to users of Defendants’ website, software, mobile, or web applications,
2 or any related Plex Service(s):

3 By using or otherwise accessing the Plex website, a Plex software,
4 mobile, or web application(s), or any related Plex service(s)
5 (collectively, the “Plex Solution”), you accept and agree to the following
Terms of Service (this “TOS”).

6 30. The Terms also contain a broad arbitration clause:

7 You agree that all disputes between you and Plex (whether or not such
8 dispute involves a third party) with regard to your relationship with Plex,
9 including, without limitation, disputes related to this TOS, your use of
10 the Plex Solution, and/or rights of privacy and/or publicity (whether
pursuant to federal or state statute or the common law), will be resolved
11 by binding, individual arbitration.¹

12 31. The arbitration clause mandates arbitration in JAMS:

13 Without limiting Plex’s right to seek injunctive or other equitable relief
14 (as set forth below), any disputes arising with respect to this TOS
15 between you and Plex (“parties”) shall be referred to an arbitrator
affiliated with the Judicial Arbitration and Mediation Services, Inc.
16 (“JAMS”).

17 32. The arbitration clause specifically states that the JAMS Streamlined
Arbitration Rules and Procedures apply:

18 Arbitration shall be conducted under the rules then prevailing of
19 JAMS/ENDISPUTE Streamlined Arbitration Rules and Procedures in
20 effect at the time of filing of the demand for arbitration.

21 33. The clause further states that:

22 The arbitration proceeding shall be carried on and heard in Santa Clara
23 County, California using the English language.

24 34. Despite designating the JAMS as the arbitration provider and specifically
25

26 ¹ The arbitration clause forces Plex users to waive the right to a class action, but Plex
27 cannot selectively enforce this aspect of the Terms while it denies Claimants the right
28 to pursue their claims by not complying with its own obligations under the arbitration
agreement.

1 mandating that the JAMS Streamlined Arbitration Rules and Procedures would govern
2 any arbitration, Plex refuses to engage in arbitration under those rules.

3 **B. Plex Prevents JAMS from Administering Arbitrations**

4 35. On May 20, 2024, undersigned counsel on behalf of Plaintiff and Other
5 Claimants sent a notice of dispute letter to Plex via USPS Certified Mail, offering to
6 negotiate a good-faith resolution of Claimants' claims.

7 36. In that letter, Claimants asserted claims under the Video Privacy Protection
8 Act ("VPPA") and the California Invasion of Privacy Act ("CIPA"). A 30-day window
9 was offered for good-faith discussions to avoid formal arbitration.

10 37. The parties entered into a tolling agreement. On July 2 and July 16, 2024,
11 Plaintiff's counsel delivered spreadsheets of Claimants' data to Defendants, reiterating
12 their commitment to resolving Claimants' claims through mediation or global
13 settlement discussions in lieu of arbitration.

14 38. Despite agreeing to review the Claimants' data and identify any individual
15 it claimed did not have a valid Plex account, Plex never did so (although on September
16 4, 2024, Plex confirmed that "most" of the claimants were "registered" users).

17 39. On September 12, 2024, after further communications resulted in little
18 progress, Plaintiff and some of the Other Claimants filed their demands for arbitration
19 with JAMS, in accordance with the Terms.

20 40. On October 14, 2024, JAMS invoiced Defendants for their share of the
21 non-refundable filing fees, totaling \$834,000. Payment was due upon receipt of the
22 invoice. Defendants did not pay.

23 41. On November 6, 2024, Defendants and their Counsel submitted a letter to
24 JAMS, copying Claimants' Counsel, in which they contended that they were not
25 obligated to pay the filing fees mandated by the JAMS Streamlined Arbitration Rules
26 and Procedures because Defendants now preferred to proceed under JAMS mass
27 arbitration rules, which impose a smaller filing fee.

28 42. The following day, November 7, 2024, Claimants' Counsel responded

1 with a letter outlining that the Terms explicitly mandated individual arbitration under
2 the JAMS Streamlined Arbitration Rules and Procedures and prohibited any
3 consolidation of the claims.

4 43. On November 13, 2024, JAMS issued a letter rejecting Defendants'
5 position, and concluding that the Terms compelled Plex to pay its portion of the fees
6 under the JAMS Streamlined Arbitration Rules and Procedures.

7 44. On November 27, 2024, JAMS—two weeks after rejecting Plex's
8 argument that it was not obligated to pay the filing fees invoiced on October 14, 2024—
9 followed up with Defendants once again inquiring about payment of the outstanding
10 filing fees that had been invoiced over a month ago. To date, Defendants have ignored
11 JAMS.

12 45. Despite JAMS's ruling and the clear language of its own Terms, Plex has
13 refused to pay the filing fees invoiced by JAMS, leaving Plaintiff and other claimants
14 unable to proceed in arbitration.

15 46. The October 14, 2024 invoice has now been pending for more than 30
16 days, without payment. It has also been more than 30 days since November 13, 2024,
17 when JAMS rejected Defendants' request to recalculate the filing fees under a different
18 set of arbitration rules, confirming there was no basis for Defendants to withhold
19 payment on the October 14, 2024 invoice.

20 47. Accordingly, Plaintiff brings this instant action.

21 CLASS ACTION ALLEGATIONS

22 48. Plaintiff brings this lawsuit as a class action under F.R.C.P. 23.

23 49. Plaintiff proposes the following Class, initially defined as follows:

24 **Nationwide Class:** All persons in the United States whose arbitration
25 with Defendants did not proceed as a result of Defendants' failure to pay
26 filing fees with JAMS and comply with the JAMS Streamlined
27 Arbitration Rules and Procedures and Defendants' own Terms, and/or
28 such subclasses as the Court may deem appropriate.

1 50. The “Class Period” is defined as two years prior to the date of the filing of
2 this action plus any applicable tolling, through the date of final disposition of this action.

3 51. Excluded from each Class are: (1) Defendants, any entity or division in
4 which Defendants has a controlling interest, and its legal representatives, officers,
5 directors, assigns, and successors; (2) the Judge to whom this case is assigned and the
6 Judge’s staff; and (3) those persons who have suffered personal injuries as a result of
7 the facts alleged herein.

8 52. Plaintiff reserves the right to re-define any of the class definitions prior to
9 class certification and after having the opportunity to conduct discovery.

10 53. The claims of all class members derive directly from a single course of
11 conduct by the Defendants. Defendants have engaged and continue to engage in uniform
12 and standardized conduct toward the class members.

13 54. Certification of Plaintiff’s claims is appropriate because Plaintiff can prove
14 the elements of Plaintiff’s claims on a class-wide basis using the same evidence as
15 would be used to prove those elements in individual actions alleging the same claim.

16 55. Accordingly, Plaintiff brings this lawsuit as a class action on Plaintiff’s
17 own behalf and on behalf of all other business, entities, and individuals similarly
18 situated pursuant under Fed. R. Civ. P. 23. This action satisfies the numerosity,
19 commonality, typicality, adequacy, predominance, and superiority requirements of
20 these provisions.

21 56. Specifically, this action has been properly brought and may properly be
22 maintained as a class action under Rule 23(a)(1-4), Rule 23(b)(1), (2), or (3), and/or
23 Rule 23(c)(4) of the Federal Rules of Civil Procedure.

24 57. **Numerosity** (Fed. R. Civ. P. 23(a)(1)): The members of the proposed Class
25 are so numerous that their individual joinder would be impracticable. While the exact
26 number is not known at this time, it is generally ascertainable by appropriate discovery,
27 and it is believed the class includes hundreds of members.

28 58. **Commonality and Predominance** (Fed. R. Civ. P. 23(a)(2); 23(b)(3)):

Common questions of law and fact exist as to all class members. These questions predominate over the questions affecting only individual class members. The common legal and factual questions include, without limitation:

- a) Whether Defendants breached their contract with Plaintiff and the Class by obstructing the arbitration process required under Defendants' Terms;
- b) Whether Plaintiff and the Class are entitled to relief under S.B. 707;
- c) Whether Plaintiff and the Class are entitled to relief under Cal. Business & Professional Code § 17200 *et seq*;
- d) Whether Plaintiff and the Class are entitled to compensatory, punitive, and statutory damages; and
- e) Whether Plaintiff and the Class are entitled to attorney fees and costs.

59. **Typicality of Claims** (Fed. R. Civ. P. 23(a)(3)): The claims of the Plaintiff and the respective Class are based on the same legal theories and arise from the same unlawful and willful conduct of Defendants, resulting in the same injury to the Plaintiff and Class. Plaintiff and all class members are similarly affected by Defendants' wrongful conduct and were damaged in the same way. Plaintiff's interests coincide with, and are not antagonistic to, those of the other class members. Plaintiff has been damaged by the same wrongdoing set forth in this Complaint.

60. **Adequacy of Representation** (Fed. R. Civ. P. 23(a)(4)): Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the class members, and they have retained counsel competent and experienced in complex class action, mass arbitrations, and consumer litigation. Plaintiff and his counsel will fairly and adequately protect the interest of the class members.

61. **Superiority of a Class Action** (Fed. R. Civ. P. 23(b)(3)): A class action is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and class members. There is no special interest in class members individually controlling the prosecution of separate actions. The damages suffered by individual

class members, while significant, are small given the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct. Further, it would be virtually impossible for the class members individually to redress effectively the wrongs done to them. And, even if class members themselves could afford such individual litigation; the court system could not, given the thousands of cases that would need to be filed. Individualized litigation would increase the delay and expense to all parties and the court system, given the complex legal and factual issues involved. By contrast, the class action device presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

62. **Appropriateness of Final Injunctive or Declaratory Relief** (Fed. R. Civ. P. 23(b)(2)): In the alternative, this action may properly be maintained as a class action, because:

- a) the prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudication with respect to individual class members, which would establish incompatible standards of conduct for Defendants; or
- b) the prosecution of separate actions by individual class members would create a risk of adjudications with respect to individual class members which would, as a practical matter, be dispositive of the interests of other class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; or
- c) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or corresponding declaratory relief with respect to the Class as a whole.

63. **Superiority** (Fed. R. Civ. P. 23(b)(3)): A class action is a superior method for the fair and efficient adjudication of this controversy because:

- 1 a) Class-wide damages are essential to induce Defendants to comply with the
2 law.
- 3 b) Because of the relatively small size of the individual Class Members' claims,
4 it is likely that only a few Class Members could afford to seek legal redress
5 for Defendants' misconduct.
- 6 c) Management of these claims is likely to present significantly fewer difficulties
7 than those presented in many class claims.
- 8 d) Absent a class action, most Class Members would likely find the cost of
9 litigating their claims prohibitively high and would therefore have no effective
10 remedy at law.
- 11 e) Class action treatment is manageable because it will permit a large number of
12 similarly situated persons to prosecute their common claims in a single forum
13 simultaneously, efficiently, and without the unnecessary duplication of effort
14 and expense that numerous individual actions would endanger.
- 15 f) Absent a class action, Class Members will continue to incur damages, and
16 Defendants' misconduct will continue without remedy.

17 **COUNT I**

18 **BREACH OF CONTRACT**

19 64. Plaintiff incorporates by reference all preceding allegations in this
20 Complaint as if fully set forth herein.

21 65. The parties agreed that California law applies to Defendants' agreement
22 with Plaintiff, and that it has been made in California.

23 66. The Terms clearly and unambiguously provide that:

24 [A]ny disputes arising with respect to this TOS between you and Plex
25 ("parties") shall be referred to an arbitrator affiliated with the Judicial
26 Arbitration and Mediation Services, Inc. ("JAMS").

27 67. The arbitration clause also explicitly mandates that:

28 Arbitration shall be conducted under the rules then prevailing of

JAMS/ENDISPUTE Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration.

68. Yet, in defiance of those obligations, Defendants refused to pay their share of the non-refundable fees to JAMS, as required by the Terms-mandated JAMS Streamlined Arbitration Rules and Procedures.

69. The October 14, 2024 JAMS invoice has now been pending for more than 30 days, without payment. And it has been more than 30 days since November 13, 2024, when JAMS rejected Defendants' plea to recalculate filing fees.

70. As a direct result of Defendants' failure to comply with their own agreement, JAMS will not administer the arbitration for Plaintiff and the Class until Defendants pay the required filing fees.

71. Consequently, Defendants breached their contract with Plaintiff and the Class. Defendants' deliberate avoidance of their financial obligations rendered the arbitration clause meaningless and ineffective.

72. Moreover, Defendants' conduct also constitutes a breach of the implied covenant of good faith and fair dealing inherent in every contract. By choosing to sabotage the arbitration process—through non-payment of fees and delay of action—Defendants thwarted the core purpose of arbitration: to resolve disputes efficiently and fairly.

73. Plaintiff and the Class have suffered harm by filing an arbitration, believing in good faith that Defendants would abide by the Terms and participate in the process. Instead, Defendants had no intention of fulfilling their own obligations.

74. Plaintiff and the Class have also been injured by the significant and unreasonable delays caused by Defendants' conduct, forcing them to bring their claims to this Court for relief.

75. Plaintiff and the Class lack an adequate remedy at law.

76. Accordingly, Plaintiff seeks damages to compensate for the costs and delays incurred, as well as declaratory and injunctive relief, and all available remedies

1 and relief under Cal. Code Civ. P. §§ 1281.97 to enforce the terms of the arbitration
 2 agreement, including by compelling arbitration and preventing Defendants from
 3 undermining the dispute resolution process in the future.

4 COUNT II

5 RELIEF AND SANCTIONS UNDER CALIFORNIA S.B. 707

6 77. Plaintiff incorporates by reference all allegations in this Complaint and
 7 restates them as if fully set forth herein.

8 78. California law applies to the claims of all class members. The Terms
 9 explicitly state that they are governed by California law, require arbitration to take place
 10 in Santa Clara County, and incorporate California procedural rules, such as Cal. Code
 11 Civ. Proc. § 1283.05 for discovery. The Terms also mandate that enforcement actions
 12 must be brought in California courts, with all parties expressly consenting to the
 13 jurisdiction of those courts. Moreover, Defendant Plex, Inc. is headquartered in
 14 Campbell, California, and significant events giving rise to Plaintiff's claims occurred
 15 within the state.

16 79. Plaintiff and the Class are entitled to specific forms of relief under
 17 California law because of Defendants' breach of an arbitration agreement. *See* S.B. 707,
 18 2019–2020 Reg. Sess. (Cal. 2019), *codified at* Cal. Code Civ. P. § 1281.97 (“SB 707”).

19 80. Specifically, S.B. 707 § 1281.97 provides:

20 (a)(1) In an employment or consumer arbitration that requires, either
 21 expressly or through application of state or federal law or the rules of
 22 the arbitration provider, the drafting party to pay certain fees and costs
 23 before the arbitration can proceed, if the fees or costs to initiate an
 24 arbitration proceeding are not paid within 30 days after the due date, the
 drafting party is in material breach of the arbitration agreement is in
 default of the arbitration, and waives its right to compel arbitration . . .

25 (b) If the drafting party materially breaches the arbitration agreement
 26 and is in default under subdivision (a), the employee or consumer may
 27 do either of the following:

28 (1) Withdraw the claim from arbitration and proceed in a court of
 appropriate jurisdiction. If the employee or consumer withdraws

the claim from arbitration and proceeds with an action in a court of appropriate jurisdiction, the statute of limitations with regard to all claims brought or that relate back to any claim brought in arbitration shall be tolled as of the date of the first filing of a claim in any court, arbitration forum, or other dispute resolution forum.

(2) Compel arbitration in which the drafting party shall pay reasonable attorney's fees and costs related to the arbitration.

81. Defendants are "drafting part[ies]" because they are "the compan[ies] or business[es] that included a pre-dispute arbitration provision in a contract with a consumer." *Id.* § 1280(e).

82. Defendants have materially breached the agreement to arbitrate by failing to pay the JAMS filing fee within 30 days of its due date.

83. Specifically, JAMS issued an invoice to Defendants on October 14, 2024, with payment due upon receipt. Defendants have not yet paid the invoice, and more than 30 days have passed.

84. And it has been more than 30 days since November 13, 2024, when JAMS rejected Defendants' request to recalculate the filing fees.

85. Accordingly, Plaintiff and the Class seek an order requiring Defendants to comply with the JAMS rules, declaring them in violation of and to compel arbitration in which Defendants "shall pay reasonable attorney's fees and costs related to the arbitration." *Id.* § 1281.97(b)(2).

COUNT III

VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW ("UCL")

CAL. BUSINESS & PROFESSIONAL CODE § 17200 ET SEQ.

86. Plaintiff incorporates by reference each of the allegations contained in the preceding and following paragraphs of this Complaint and further alleges as follows.

87. The UCL defines unfair business competition to include any "unlawful, unfair or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising. Cal. Bus. & Prof. Code § 17200.

1 88. A business act or practice is “unlawful” under the UCL if it violates any
2 other law or regulation.

3 89. Defendants’ conduct constitutes an unlawful business practice under the
4 UCL. Defendants’ Terms explicitly require disputes to be resolved through arbitration
5 under the JAMS Streamlined Arbitration Rules and Procedures. Despite this mandate,
6 Defendants have failed to pay the arbitration fees necessary for Claimants to proceed,
7 in direct violation of the Terms. By failing to abide by its own contractual terms,
8 Defendants have engaged in conduct that violates established legal principles governing
9 contracts and arbitration agreements, including California law and federal arbitration
10 jurisprudence.

11 90. A business act or practice is “unfair” under the UCL if the reasons,
12 justifications, and motives of the alleged wrongdoer are outweighed by the gravity of
13 the harm to the alleged victims.

14 91. Defendants’ refusal to arbitrate under its own Terms is unfair within the
15 meaning of the UCL. Defendants exploit their position as the drafter of the Terms to
16 impose arbitration as the sole dispute resolution mechanism while simultaneously
17 obstructing the arbitration process by failing to pay the requisite fees. This creates a
18 significant and unfair imbalance, leaving consumers without recourse while insulating
19 Defendants from accountability. Such conduct is unethical, oppressive, and injurious to
20 consumers.

21 92. A business act or practice is “fraudulent” under the UCL if it is likely to
22 deceive members of the consuming public.

23 93. Defendants’ representations in its Terms of Service that disputes would be
24 resolved through arbitration under JAMS are fraudulent. Defendants’ subsequent
25 refusal to comply with its arbitration obligations undermines the integrity of these
26 representations, misleading consumers about their rights and remedies under the
27 agreement.

28 94. Plaintiff and similarly situated individuals have suffered injury in fact as a

1 result of Defendants' conduct. By refusing to pay the fees required to proceed with
2 arbitration, Defendants have denied Plaintiff and others the benefit of the agreed dispute
3 resolution process, forcing them to expend time and resources in an attempt to enforce
4 their contractual rights. Defendants' conduct also harms the public by undermining
5 consumer trust in arbitration agreements and discouraging individuals from pursuing
6 valid claims.

7 95. Through their refusal to honor their arbitration obligations, Defendants
8 have avoided the financial and legal consequences of their actions, unfairly retaining
9 monies and resources at the expense of consumers who are left without recourse.

10 96. As such, Plaintiff and the Class seek an order enjoining Defendants from
11 continuing their unlawful practices, restitution of all amounts unlawfully obtained
12 through Defendants' practices, disgorgement of any ill-gotten gains resulting from such
13 unfair practices, recovery of attorneys' fees and costs, and such other and further relief
14 as the Court deems just and proper. *See* Cal. Bus. & Prof. Code § 17200-17208.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff demands judgment on behalf of themselves, the Class and
17 California Subclass as follows:

- 18 A. certifying the Class pursuant to Rule 23 of the Federal Rules of Civil
19 Procedure, appointing Plaintiff as representative of the Class, and
20 designating Plaintiff's counsel as Class Counsel;
- 21 B. awarding Plaintiff and the Class compensatory damages and actual
22 damages, to be determined by proof;
- 23 C. awarding Plaintiff and the Class appropriate relief, including actual
24 damages;
- 25 D. for punitive damages;
- 26 E. for civil penalties;
- 27 F. for injunctive relief;
- 28

- 1 G. for an order compelling arbitration with Defendants to pay costs and all
2 available sanctions pursuant to S.B. 707;
3 H. for declaratory and equitable relief, including restitution and
4 disgorgement;
5 I. awarding Plaintiff and the Class the costs of prosecuting this action;
6 J. awarding Plaintiff and the Class reasonable attorneys' fees and costs as
7 allowable by law;
8 K. awarding pre-judgment and post-judgment interest; and
9 L. granting any other relief as this Court may deem just and proper.

10
11 **JURY TRIAL DEMANDED**

12 Plaintiff demands a trial by jury for all claims so triable.
13

14 Respectfully submitted,

15 Dated: December 16, 2024

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